

**AMENDMENT NUMBER 1**  
**CONTRACT NO. DIR-TSO-2718**  
**BETWEEN**  
**THE STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES**  
**AND**  
**ADJACENT TECHNOLOGIES, INC.**

This Amendment Number 1 to Contract Number DIR-TSO-2718 (“Contract”) is between the Department of Information Resources (“DIR”) and Adjacent Technologies, Inc. (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2. Term of Contract**, is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through November 5, 2016, or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to two (2) additional one-year renewal term.

2. **Contract, Section 4. Pricing**, is hereby removed from the Contract and transitioned in its entirety to Appendix A, Standard Terms and Conditions for Services Contracts, **Section 7. Pricing, Purchase Orders, Invoices, and Payments**.
3. **Contract, Section 8. Intellectual Property Matters**, is hereby removed from the Contract and transitioned in its entirety to Appendix A, Standard Terms and Conditions for Services Contracts, **Section 4. Intellectual Property Matters**.
4. **Contract, Sections 5 - 9** are hereby re-numbered **Sections 4 – 7**.

- A. **Section 5. DIR Administrative Fee** is re-numbered as **Section 4. Administrative Fee**;
  - B. **Section 6. Notification** is re-numbered as **Section 5. Notification**;
  - C. **Section 7. Statement of Work, Service Agreement and Shrink/Click-wrap Agreements** is re-numbered as **Section 6. Statement of Work, Service Agreement and Shrink/Click-wrap Agreements**;
  - D. **Section 9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts** is re-numbered **Section 7. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts**.

5. **Contract Section 6. Statement of Work, Service Agreement and Shrink/Click-wrap Agreements**, is hereby restated:

Regardless of any other provision or other license or service terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for

products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the terms between Customers and Vendor, provided, however, that this section 6(B) only applies to the terms in shrink wrap and click-through agreements. **It is the Customer's responsibility to read the Shrink/Click-wrap License/Service Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license/service terms, Customer shall be responsible for negotiating with the Vendor to obtain additional changes in the Shrink/Click-wrap Agreement language.**

6. **Appendix A, Standard Terms and Conditions for Services Contracts dated 8/9/13**, is hereby replaced in its entirety with **Appendix A, Standard Terms and Conditions for Services Contracts dated 09/24/15**, as attached.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 1 and then Contract DIR-TSO-2718.

**{remainder of this page left intentionally blank}**

**IN WITNESS WHEREOF**, the parties hereby execute this Amendment Number 1 to be effective upon the date of the last signature but in all events, not later than November 5, 2015.

**Adjacent Technologies, Inc.**

**Authorized By:** Signature on File

**Name:** Kristi Cooley

**Title:** Director of Partnership Mgmt

**Date:** 10-26-2015

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Sally Ward for Dale Richardson

**Title:** Chief Operations Officer

**Date:** 11-12-15

**Office of General Counsel:** DRBrown 11-12-15